

Term Contract No. 493A

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
<b>Term Contract</b>	<b>493A</b>	<b>Laboratory Supplies, Equipment and Chemicals</b>
<b>Effective Dates</b>	January 01, 2010	
<b>Bid Number</b>	200900068	
<b>Administrator</b>	Paul Rock	
<b>Phone</b>	(919) 807-4560	
<b>Fax</b>	(919) 807-4511	
<b>E-Mail</b>	<a href="mailto:paul.rock@doa.nc.gov">paul.rock@doa.nc.gov</a>	
<b>Last Updated</b>	December 22, 2009	

Punchout catalogs are loaded into E-Procurement.  
Place E-Procurement orders using Catalog Term Contract process.

**NC E-Procurement @ Your Service,**  
<http://eprocurement.nc.gov/>  
E-Procurement Help Desk, (888) 211-7440

## 1. General Information

This contract is for use by all state agencies, departments, institutions, universities, community colleges (except those exempted by statute), and certain non-state agencies.

### NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT

In accordance with North Carolina General Statutes 143-49 (6), certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

## 2. Scope of Contract

The Scope of this contract is to provide contract users scientific laboratory equipment, chemicals, and supplies distributors whose primary focus is to support research and operating laboratory(ies), health care related facilities, and/or, for research and educational purposes in a university setting (undergraduate and graduate level schooling) and technical/community colleges. The scope includes laboratory equipment, chemicals, laboratory supplies, consumables, diagnostics, life sciences, chromatography, biology, animal research supplies, and limited laboratory casework furniture purchases (e.g., existing facility is upgraded to include equipping with Kewaunee [or other similar] laboratory casework furniture).

Term Contract No. 493A

Except for laboratory casework furniture purchases (which includes student and teacher work/storage areas, chairs, tables and stools and other related items); items costing more than \$50,000.00 (after discounting) are not allowed on this contract.

Excluded from this term contract are live animals, all microscopes and their accessories (except consumable supplies), computer equipment not related to any laboratory related function, any items for which no discounts are given, home, office or leisure type furniture, and items covered under other existing contracts. Additionally, batteries, calculators, cameras, examination gloves (latex, vinyl, nitrile, etc.), ice makers, ladders, lamps / lighting, are excluded from this term contract.

This term contract is not intended to cover all specialty requirements.

K-12 Science Education Supplies are located in Term Contract 493C.

The link to Term Contract 493C: <http://www.doa.state.nc.us/PandC/493c.pdf>

Hazardous materials/special shipments charges are allowable. They are to be a separate line item identified appropriately. This charge cannot exceed the price charged by the carrier. If requested by the agency, contractor to provide` a copy of the carriers invoice.

The following items are **NOT** covered by 493A:

Not Covered by 493A	Term Contract
Animals, live	No term contract
Bags, Plastic Trash	665B
Batteries	450A
Calculators	600A
Camera's	655A
Carts	560A
<ul style="list-style-type: none"> <li>- platform trucks (steel, foldaway)</li> <li>- dollies</li> <li>- hand trucks (steel, aluminum, convertible, 55-gallon)</li> <li>- pallet trucks</li> </ul>	
Electrical	No term contract
<ul style="list-style-type: none"> <li>- outlet box</li> <li>- outlet strip</li> <li>- surge suppressor</li> <li>- toggle switch</li> </ul>	
Film, all types (color, black & white, light, MS XAR)	655A
Mats	485C
<ul style="list-style-type: none"> <li>- anti-fatigue</li> <li>- carpet cover</li> <li>- cocoa fiber</li> <li>- heavy denier polypropylene</li> <li>- open slot</li> <li>- rubber</li> <li>- sponge</li> <li>- transparent carpet runner</li> <li>- vinyl</li> </ul>	
<i>Adhesive type lab mats used to protect against dirt/contaminants are covered by 493A.</i>	

Term Contract No. 493A

Not Covered by 493A	Term Contract
Furniture	
- cabinets	420A
- chairs/stools	420C
- sinks	420D
- tables	425A
- water fixtures/faucets	425B
- workstation assemblies	425D
- worktops	425E
Gloves	475D
- Examination (latex, nitrile)	
- Medical	
- Polyvinylchloride (PVC)	
<i>Chemical Resistant, Cleanroom, Cut Resistant, Inspection, Liners, and Temperature Resistant are covered by 493A.</i>	
Ice Makers	740A
Lamps / Light Bulbs (incandescent, fluorescent, compact fluorescent, halogen, high intensity discharge)	285A
Mailers	645A
- Envelopes (office type)	
Microscopes	493B
Pens/Pencils (office type)	615A
Safety	
- bandages	475B
- computer wrist rest/mouse pad	615A
- shoe cushion insoles	345A
- eye protection (protective goggles, safety spectacles, face shields, welding goggles, welding helmet)	475A
	425H
	425H
- first aid kits	
- flammable/combustible cabinets	
- elbow/knee pads	
- lumbar support	
- storage cabinets	
- wrist supports	
Soap, hand (non-lab type)	485A
Waste Disposal (office type trash containers)	615A
Wipers	345A
- facial tissue	640A
- hand towels (C-folded for wall dispensers)	
- paper towels	

Categories / Types of Items covered by Term Contract 493A can be found in below LINK:

<http://www.doa.state.nc.us/pandc/493altitemsIncluded.pdf>

### 3. Taxes

Prices do not include North Carolina sales or use tax.

#### **4. Abnormal Quantity**

Any agency requirement that exceeds \$100,000.00 must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

- Purchase may be authorized at the current level of pricing with the contractor.
- Additional discounts from the current level of pricing may be negotiated with the contractor.
- A separate Invitation for Bids may be issued for the requirement.

#### **5. Minimum Order**

The minimum order, qualifying for FOB destination is \$150.00. Agencies are authorized to purchase from best available sources on orders less than this minimum order value. This provision shall not be used by an agency to circumvent the intent of the contract.

#### **6. Delivery**

Contractor will complete delivery within fourteen (14) consecutive calendar days for commonly ordered items.

Items that must be special ordered shall be delivered within sixty (60) consecutive days. Such delivery time information shall be emailed to user within twenty four (24) hours of order placement.

Contractor shall promptly replace any items shipped with an early expiration date (products shall have a minimum shelf life of six (6) months upon acceptance, unless otherwise specified by the User) without additional cost to the ordering agency/user.

#### **7. Transportation Charges**

All orders equal to, or greater than the minimum order value, shall be delivered FOB Destination, when shipped to a single location.

North Carolina price includes all transportation charges (Hazardous materials/special shipments charges not included).

#### **8. Item Pricing: E-Procurement - Punchout Catalogs and Category Discounts**

Procedures for Viewing Vendor Pricing:

##### ***A. Using E-Procurement:***

(1) Create a requisition and at Step 2 (Add Items), type in "493A" in the Contract ID box and Click on Search icon button.

(2) Click on the Fisher Scientific Shop Supplier Catalog button

(You should see the NC EProcurement@YourServiceLogo at the top to confirm you're viewing the correct pricing.)

(3) Use Vendor Search engine by typing in a product description or vendor number to find needed item.

(4) After finding your initial item and specifying the desired quantity, use the search box to find additional needed items until the requisition is complete.

(5) After the requisition is complete, click on the appropriate checkout button.

**B. Public Viewing (for those with or without EProcurement):**

(1) Type in <http://eprocurement.nc.gov/>

(2) Click on "State Term Contract Catalog Search" Link

(3) Type in "493A" in the Contract ID box and Click on Search icon button

(4) Click on Fisher Scientific "View Supplier Catalog" button on the top right

(5) Use Vendor Search engine using a description or vendor catalog part number to find needed item.

(6) You should see EProcurement@YourServiceLogo to confirm you're viewing the correct pricing.

**C. Viewing both the List and Net Price (for those with or without EProcurement):**

(1) Enter into Fisher's Punchout site as in paragraph 8B. above.

(2) Using the Search option, find the desired item, enter the desired quantity, click on the "Add to cart" button. Note that the *Shopping Cart* is on the left side. Now click on "View Cart" (adjacent to *Shopping cart* text). In doing so, you are able to see both the Net and List unit price.

**D. Viewing Vendor Manufacturer's Suggested Retail (non-discounted) Pricing (MSRP).**

If you need to view (only) the Vendors' MSRP pricing, go the vendors' website and simply do searches using their Search engine using a description or vendor catalog part number to find needed item.

Fisher Scientific Public Ecommerce website link below:

<http://www.fishersci.com/wps/portal/CMSTATIC?href=index.jsp&store=Scientific&segment=scientificStandard&tabClicked=1>

**CAUTION: The above Link in paragraph 8c display MSRP prices (See paragraph 8 a and 8b for NC Agency User pricing.**

**E. Link to the Vendor CATEGORIES Percentage (%) Discount OFF List Prices.**

The Link to Fisher % Discount Categories is:

[http://www.doa.state.nc.us/pandc/TC493A\\_CATEGORY\\_DISCOUNT\\_TABLE.xls](http://www.doa.state.nc.us/pandc/TC493A_CATEGORY_DISCOUNT_TABLE.xls)

## 9. Price List / Catalog

Contractors are required, upon request of any user, to provide the user with a catalog/descriptive literature/NC pricing within 5 business days of the request (if such information is not available at its Punch-Out/eCommerce web site). Such information shall be provided at no charge to the user.

## 10. Restocking Fee

In the event an agency orders the wrong item there will be no restocking fee if the item is returned not later than 25 calendar days following delivery.

Contractor shall not impose a restocking fee on users for merchandise that has been returned, unless it is a specialty item and the user has been notified in writing, at the time of placement of order, of the potential restocking fee.

If any item is returned due to damage during shipment, incorrect product shipped, or contractor order entry error, the contractor shall not impose a restocking fee under any circumstances.

Existing restocking policy does not preclude an assessment of a restocking fee to the end-user if item is ordered **incorrectly** (and for which the item has a satisfactory photo/diagram available at time of ordering at bidder punch out site) and the manufacturer refuses to waive their restocking fee.

## 11. Warranty

Items shall be free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the State, for a period of 1 year from date of acceptance, or period warranted by manufacturer, whichever is greater. Such replacement shall include parts, freight, labor, and round-trip travel to the user's site, all at the expense of the Contractor. This statement is not intended to limit any additional coverage, which may normally be associated with a product manufacturer's warranty.

## 12. Contractors

Issue Order to	Sales Representative (Product Information, Quote, Site Visit request)	Order Status	Billing/Invoice Questions
<b>Fisher Scientific</b> 23-2942737 3970 Johns Creek Ct Suite 500 Suwanee, GA 30024	Anne Lee NC State <a href="mailto:Anne.lee@thermofisher.com">Anne.lee@thermofisher.com</a> (800) 955-9999 x199-6368 No fax number  Russel Salisbury Dept of Ag, Public Health, DOT, DENR <a href="mailto:Russel.Salisbury@fishersci.com">Russel.Salisbury@fishersci.com</a> (800) 955-1333 x121-3616 (919) 467-1936 fax	Customer Service (800) 766-7000 phone	Sandy Esposito Account Manager <a href="mailto:Sandy.Esposito@thermofisher.com">Sandy.Esposito@thermofisher.com</a> (800) 955-9999 x8671 (412) 490-5729 fax

Issue Order to	Sales Representative (Product Information, Quote, Site Visit request)	Order Status	Billing/Invoice Questions
	<p>Brian Ridley Western NC 800-955-1333 ex 121-3812 <a href="mailto:Brian.Ridley@thermofisher.com">Brian.Ridley@thermofisher.com</a></p> <p>Elizabeth Waring</p> <p>ECU, UNCW, ECSU, UNC Marine Science Center, UNC Coastal Studies Institute, and PCC Sales Rep</p> <p><a href="mailto:elizabeth.waring@thermofisher.com">elizabeth.waring@thermofisher.com</a> (800) 955-1333 x121-3940</p>		

**Vendor Complaint form,** <http://www.ncpandc.gov/documents/vendcom.doc>

We solicit your assistance in monitoring the performance of the contractors. In the event problems arise the ordering agency should contact the contractor for resolution. If a satisfactory resolution cannot be reached the agency should complete the Vendor Complaint Form, indicate Purchase & Contract action is required, attach all supporting documentation and forward the packet to the Division of Purchase & Contract. Furthermore, if you have contractor performance issues you would like for the contract administrator to be aware of, but do not require action, complete the Vendor Complaint Form, check the 'Vendor Record Only' box (include all supporting documentation) so this may be considered in the evaluation of future bids. Thanks for your assistance in better meeting your needs.

### 13. Contract Addenda

Date	Description
December 22, 2009	Contract awarded to Fisher Scientific. Contract Administrator, Paul Rock. It begins on January 1, 2010. Until then, use Fisher Scientific, KSE Scientific, and VWR International